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5	Attorneys for Plaintiff	
6	Anthony Lerma	
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8		DICTRICT COURT
9	UNITED STATES DISTRICT COURT  NORTHERN DISTRICT OF CALIFORNIA	
10	NORTHERN DISTRI	CI OF CALIFORNIA
11	ANTHONY LERMA,	) No: 5:11-CV-00627-PSG
12	Plaintiff,	STIPULATION FOR DISMISSAL OF
13	VS.	DEFENDANTS MANJIT KHATKAR, SURJIT RAI dba TULLY MARKET
14	LA MORDIDA, INC., et al.,	ONLY; [PROPOSED] ORDER
15	Defendants.	) )
16	<b>Defendance</b>	) )
17		) )
18	IT IS HEREBY STIPULATED by and between Plaintiff Anthony Lerma ("Plaintiff"	
19	and Defendants Manjit Khatkar and Surjit Rai dba Tully Market ("Defendants" and togethe	
20	with Plaintiff, the "Parties"), by and through their respective counsel, that pursuant to Federa	
21	Rule of Civil Procedure 41(a)(2), Defendants Manjit Khatkar and Surjit Rai dba Tully Marke	
22	be dismissed with prejudice from this action.	
23	IT IS FURTHER STIPULATED between Plaintiff and Defendants that this case has	
24	been settled as between them and all issues and controversies have been resolved to their	
25	mutual satisfaction. Plaintiff and Defendants request the Court to retain jurisdiction to enforce	
26	the terms of their settlement agreement under the authority of Kokkonen v. Guardian Life Inc.	
27	Co. of America, 511 U.S. 375, 381-82 (1994).	
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## Date: February 13, 2012 1 MOORE LAW FIRM, P.C. 2 3 /s/ Tanya E. Moore 4 Tanya E. Moore Attorney for Plaintiff Anthony Lerma 5 6 Date: February 10, 2012 CREECH, LIEBOW & KRAUS 7 /s/ Edward A. Kraus 8 Edward A. Kraus, Attorneys for Defendant Manjit Khatkar and Surjit Rai 9 dba Tully Market 10 11 <u>ORDER</u> 12 The parties having so stipulated, 13 **IT IS HEREBY ORDERED** as follows: 14 1. Plaintiff Anthony Lerma and Defendants Manjit Khatkar and Surjit Rai dba Tully 15 Market shall comply with the terms of the confidential Settlement Agreement and Release in 16 Full, the terms of which are incorporated herein by reference. 17 2. By consent of Plaintiff Anthony Lerma and Defendants Manjit Khatkar and 18 Surjit Rai dba Tully Market, the Court shall retain jurisdiction over the Parties for the purpose 19 of enforcing the terms of the settlement agreement. 20 3. Except as provided for in paragraphs 1 and 2 above, Manjit Khatkar and Surjit 21 Rai dba Tully Market are dismissed with prejudice from this action. 22 IT IS SO ORDERED. 23 24 Dated: Hgdtwct { '39. '4234 United States 'O ci kutcvg' Judge 25 26 27 28

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